

INVITATION TO BID



Bid Number: 212207 Bid Title: Security Guard Services
Bids will be accepted until December 21, 2021 at 9:00 A.M. CST
Bids Will Be Publicly Opened: December 21, 2021 at 10:00 A.M. CST
Bid Release Date: December 6, 2021

INSTRUCTION TO BIDDERS

Bids will be accepted until December 21, 2021 at 9:00 a.m. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806.

Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at Governors Building, FRONT BUILDING ENTRANCE AREA, 201 Community College Drive, Baton Rouge, LA 70806, on December 21, 2021 at 10:00 a.m., in response to this Invitation to Bid. At 10:00 a.m., all Bids will be publicly opened and read aloud. ALL bid opening attendees must follow any mask requirements in place at the time of the bid opening and must maintain 6 foot social distancing.

To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. **Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806** on or before **December 21, 2021 at 9:00 a.m. CST . DO NOT FAX OR EMAIL YOUR BID.**

All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.

Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.

Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.

Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 27.

By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed at www.sam.gov .

Signature of Authorized Bidder:
(Shall be signed and dated)

Company:
(Typed or printed)

Name, (Typed or Printed)

Address

City, State, Zip

Payment Terms:

Telephone No.

Email Address:

Fax No.

STANDARD TERMS AND CONDITIONS

- 1 **Bid form.**
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
 - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
 - B. Bid filled out in pencil;
 - C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
 - D. Telegraphic or facsimile bids.
- 2 **Receipt of Bids.**
Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.
- 3 **Bid Opening.**
Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.
- 4 **Withdrawal of Bids.**
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
- 5 **Standards of Quality.**
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Objections to the specifications or bid conditions shall be filed in writing and received by the Purchasing Department at least five (5) days prior to the date of the bid opening.
- 6 **NOT APPLICABLE**
- 7 **This term contract period is for 12 months. During that 12 month period it is estimated that services will be needed for 26 weeks. Upon agreement of BRCC and the contractor, a term contract may be extended for four additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 60 months.**
- 8 **NOT APPLICABLE**
- 9 **Taxes.**
Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.
- 10 **Award.**
A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form.

BRCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Bids and waive any informalities. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.
- 11 **Invoices.**
Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the service location, dates service was completed, purchase order number, quantity, unit price, etc.. Payment will be made on the basis of the unit price as listed in the purchase

order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.

12 Purchase Order/Contract Cancellation for Cause.

BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- (1) Failure to deliver within the time specified in the contract;
- (2) Failure of the service to meet specifications or to be delivered as specified;
- (3) Misrepresentation by the contractor;
- (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
- (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
- (6) Any other breach of contract.

13 Termination of the Purchase Order/Contract for Convenience.

BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

14 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15 Default of Contractor.

Failure to deliver services within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.

16 Order of Priority.

In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.

17 Applicable Law.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

18 Terms and Conditions.

This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

19 Equal Opportunity.

By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

20 Non-Exclusivity Clause.

This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

21 Scope of Work Inclusions.

Contractor shall include all labor, material and equipment required to produce a completed service or installation which is acceptable to BRCC.

Contractor shall furnish all necessary permits, licenses and certifications as may be required for the performance of the required services.

Contractor is responsible and shall clean up and remove from any premises where the services are performed all debris resulting from his work and shall see that BRCC's premises and items furnished are left in good order, clean and properly installed.

22 Purpose.

The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.

23 Insurance and Indemnity.
See Exhibit A

24 Jobsite Visits.

Bidder is responsible to inspect any site required for the services and have acquainted himself/herself with all of the local conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible to verify measurements and amount of supplies prior to submitting a bid. If vendor finds conditions that disagree with the physical lay-out as described in this bid or other features of the specifications that appear to be in error, same shall be brought to the attention of the BRCC Purchasing Department personnel prior to bid opening.

25 BRCC Inspection.

All work and services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.

In the event services are rejected as unsatisfactory or failing to comply with all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the option of BRCC.

26 Stipulated Damages

If services are not in conformity or not performed within the requirements of the contract, the Contractor agrees to pay stipulated damages.

For each occurrence of a security guard not being present during the assigned work hours due to late arrival, early departure, or any other absence, Contractor agrees to pay the sum of \$25.00 per hour (one (1) hour minimum) for each hour or portion thereof for which facility is unattended. Late arrival, early departure or any other absences will be defined as any absence over 15 minutes. This is not a penalty, but stipulated damages.

Contractor agrees that for each occurrence of a security guard reporting to duty without all of the equipment required in this contract, or with a required piece of equipment that is not fully operational, contractor agrees to pay the sum of \$25.00 per occurrence. This is not a penalty, but stipulated damages.

Contractor agrees that the amount of stipulated damages will be deducted from payments for the work under this contract. The Contractor shall be liable for stipulated damages in excess of amounts due the Contractor under this contract.

In the event of a late arrival of 15 minutes or more, BRCC will notify the Contractor and a replacement guard must be dispatched and must arrive at the designated location not more than 1 hour after notification. The arrival of a replacement guard will not remove the stipulated damage fee requirement.

27 Signature Authority.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE.

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT SHOULD BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

28 It is the Bidder's responsibility to check the LaPac website frequently for any possible addenda that may be issued. BRCC is not responsible for a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

29 Bidder Inquiries.
An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business December 10, 2021. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid must be delivered by mail, express courier, e-mail, hand or fax to:

Hilary Stephenson
Director of Purchasing
201 Community College Drive
Baton Rouge, LA 70806
Fax: 225-216-8039
E-mail: stephensonh@mybrcc.edu

An addendum will be issued and posted to the LAPAC website to address all viable inquiries received and any other changes or clarifications to the bid. No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any BRCC employee or consultant. It is the bidder's responsibility to check the LAPAC website regularly for addenda that may be issued.

SPECIAL TERMS AND CONDITIONS

-This term contract period is for 12 months. Vendor shall supply services references during the contract period as needed by agency. Upon agreement of BRCC and the contractor, a term contract may be extended for four additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 60 months.

- During that 12 month period it is estimated that services will be needed for 26 weeks. Services exclude holiday, days between semesters and/or days the school is closed.

Bid Quantities on Term Contracts.

For an open-ended requirements term contract, quantities shown are based on estimates. When usage is not available, an estimated quantity is listed and may indicate a lack of history on the item. The successful Bidder

shall supply, at Bid Prices, actual requirements as ordered whether the total of such requirements is more or less than the quantity shown.

2 Other Instructions:

-Vendor submitting a bid shall be in the business covered herein

- In the event a greater or lesser quantity is needed, the right is reserved by BRCC to increase or decrease the amount at the unit price and terms stated in the bid.

SCOPE OF WORK

Baton Rouge Community College (BRCC) is seeking services for Unarmed Security Guards at the Mid-City, Acadian, Jackson, New Roads, Port Allen, and/or Central locations to protect premises, personnel and other property. Also, to perform other duties so agreed upon by both parties, such as College Events or other activities when needed at BRCC Locations. This increase of personnel will supplement BRCC Police and provide adequate security at these BRCC locations. All contractor personnel are expected to work in a manner which will maintain the security and best interest of BRCC. BRCC reserves the right to require the Contractor to dismiss any employee(s) deemed incompetent or inattentive, careless, persistent tardiness and/or fail to report as scheduled, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of BRCC. The Contractor agrees that during the term of this contract, Contractor and Contractor's employees will conduct themselves in a careful and prudent manner.

Anticipated service dates are to be **January 1, 2022 – December 31, 2022**, excluding holidays, days between semesters and/or days the school is closed. Holidays (estimates) are:

Thanksgiving – November 2 Days

Fall Semester Ends Mid December

Winter Break – 2 weeks

Martin Luther King Jr.'s Birthday – January 1 Day

Mardi Gras Holiday February 1 Day

Good Friday- Spring Break April 1 Week

The hours for the listed locations in the Bid Form are estimates and may increase or decrease according to need. For bid calculation and award BRCC will use the estimated hours. Monthly invoices shall be paid on actual hours worked at the hourly rate quoted. If the contractor fails to provide the required hours of service, then payment to the contractor will be reduced based upon the number of hours the security officer failed to provide service and stipulated damages will be assessed in accordance with the Stipulated Damages Section of the specifications.

Security Guards are expected to provide the following services including, but not limited to active-foot patrols of campus/site buildings, crowd control, parking and traffic support as needed, issue campus/site parking citations, secure exterior doors to campus/site buildings, and assist with enforcing the policies of BRCC when needed. Security Guards will be required to adhere to BRCC Policies and Procedures.

Each Security Guard will be responsible for completing a timesheet and submitting to the Sergeant, Assistant Chief of Police, or Chief of Police at BRCC upon completion of each pay period.

Absenteeism - The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of any law suit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for services and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his employees is to be regarded as employees of the agency.

The Security Guard Company selected must be licensed by the Louisiana State Board of Private Security Examiners and have adequate insurance coverage. **Proof of License must be provided when bids are submitted.** Contractor must have been an established business having at least three (3) years satisfactory experience in the full time security guard services. The Security Company selected must also ensure the following below when their employees are providing services at BRCC locations. The services to be performed by the contractor under these specifications shall consist of, but not be limited to, the following:

- Unarmed security guards must maintain a professional appearance and demeanor and required to wear a uniform /shirt with the service provider's name on it so that they can be easily identified.
- Security Guards must maintain professional behavior at all times while working at BRCC campuses and sites. Guards must be physically present at each location for the hours designated by BRCC.
- Security Guards providing service at BRCC locations must have a minimum of 6 months experience as a security guard.
- Bidder must have a supervisor or manager type employee located within 40 miles of the BRCC Mid City Campus. This employee must be available to handle any staffing issues in person, if needed, during regular working hours within 2 hours of contact from BRCC Campus Police. Failure to respond to any staffing issue in person may result in additional stipulated damages being assessed.
- Guard **shall not** sleep during their assigned working hours. They must be attentive at all times & avoid cell phone usage during their assigned working hours.
- Guard is prohibited of entertaining relatives, friends, and/or acquaintances at BRCC locations during their assigned working hours.
- Contractor shall not allow any person that is not on the Contractor's or the Agency's payroll in the facility at any time, unless instructed to do so by the Agency.
- Security Guards are scheduled according to BRCC requests and requirements
- Providing personnel who are legally and properly trained in accordance with Louisiana Revised Statute 37:3284, who have adequate and appropriate experience to perform the security services safely and professionally, who are holders of current registration cards issued by the Louisiana State Board of Private Security Examiners.
- Security Guard shall consume all meals during the shift while on the job and shall not leave the premises to do so.
- Security Guard shall patrol the grounds to visually and physically inspect the grounds and exterior of buildings as deemed necessary to perform the security services in a safe and professional manner.
- Contract must provide a replacement guard upon notification by BRCC Campus Police of an issue with a specific guard that violates these specifications. Replacement must be provided within 1 hour of notification of the issue.
- Contractor shall provide emergency substitutes of any personnel. Substitutes must meet all experience and training requirements.

- Contractor must have a supervisor or upper-level management available to the Chief of Police (or designee) to handle any staff-related issues, including the ability to respond in person within 2 hours of contact during regular business hours at any BRCC location.

Screening Requirements:

The Contractor is required to conduct a background investigation on all security guards to be assigned to the Agency prior to assigning guards to Agency sites. BRCC has (8) locations in four parishes; Therefore, the Contractor is required to provide adequate personnel (*licensed and trained security guards with 6 months of experience*) available for employment to cover each location at the time of the award and during the entire contract period.

This background investigation is to include, at a minimum:

- ❖ Identity Verification: must initiate a social security number confirmation trace to validate the name(s) and addresses provided. This portion of the screening process should also include a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the Office of Foreign Assets Control (OFAC), consistent with compliance with the Patriot Act and the Trading with the Enemy Act.
- ❖ Employment/Education Verification: must verify all activity, including all prior employment and education information for the past seven (7) years.
- ❖ Criminal Records Check: must conduct a county or parish of residence criminal record check for all residential addresses provided for the past seven (7) years. Where statewide criminal record checks are available, the Contractor must submit a request to the appropriate state agency. In addition, the Contractor must conduct a multi-jurisdictional search of criminal data based records that covers courts, correctional departments, departments of parole and sex offender registries nationwide.
- ❖ Credit Report: The Contractor must initiate a credit check to determine if guard is financially responsible.
- ❖ Drug Screen: The Contractor must conduct or have conducted by an independent drug screening clinic a nine-panel urinalysis test. All measures must be in place to ensure testing integrity.
- ❖ Physical Examination: The Contractor must coordinate a physical conducted by a licensed physician to determine that the guard is physically suited to perform the duties related to being a security officer.
- ❖ Suitability/Trustworthiness Assessment: The Contractor must perform an assessment of personnel prior to assignment at the Agency facility to measure suitability for a security assignment, compliance with workplace values, decision making, response to stressful aspects of the job, interaction with customers, compatibility of job preferences with job requirements, honesty and trustworthiness.

The Agency has a right to request drug testing at no additional cost to the state for all guards by a certified laboratory according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.

The Agency reserves the right to request additional drug screens for security guards for reasonable cause. Any security guard(s) who test positive on any drug screens shall be immediately dismissed. The Contractor shall be responsible for all cost associated with the drug testing.

If at any time a change in personnel is made, the Contractor must provide the information on new employee(s) on drug testing, before her or she may begin work.

Contractor Performance:

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, performance, conduct, appearance and integrity. The Contractor shall also be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The Contractor is responsible for conducting field inspections where the regional manager or supervisory personnel of the Contractor check on guards assigned to the Agency. This is to ensure that they are on post and performing required tasks in a satisfactory manner. Supervisory personnel should conduct additional training in the field periodically and on-site training as required to bring guard performance up to expectations of the Agency.

If Contractor does not perform or render services as specified in this document, the Agency reserves the right to make adjustments to Contractor's invoice.

MID-CITY CAMPUS (security guards as needed basis only)
201 Community College Dr.
Baton Rouge, LA 70806

ARDENDALE SITE (security guard as needed basis only)
2115 Lobdell Blvd.
Baton Rouge, LA 70806

ACADIAN CAMPUS (security guard as needed basis only)
3250 North Acadian Thruway E.
Baton Rouge LA 70805

FRAZIER SITE
555 Julia Street
Baton Rouge, LA 70802

JACKSON SITE (estimate 1 security guard needed)
3337 Highway 10
Jackson, LA 70748

NEW ROADS SITE (estimate 1 security guard on as needed basis only)
605 Hospital Road
New Roads, LA 70760

PORT ALLEN SITE (estimate 1 security guard needed)
3133 Rosedale Rd.
Port Allen, LA 70767

CENTRAL SITE (estimate 1 security guard needed)
10700 Hooper Rd
Baton Rouge, LA 70811

ESTIMATED HOURS OF SECURITY GUARD DUTY PER CAMPUS and/or SITES (HOURS OF OPERATION*)

	Monday	Tuesday	Wed	Thurs	Friday	Saturday	Week Total Hours	Hours x 26 weeks
Mid-City	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 2:00pm			
	15	15	15	15	7		8	208
Acadian	7:00am- 8:00pm	7:00am- 8:00pm	7:00am- 8:00pm	7:00am- 8:00pm	7:00am- 6:00pm			
	13	13	13	13	11		8	208
New Roads**	7:30am- 9:00pm	7:30am- 9:00pm	7:30am- 9:00pm	7:30am- 9:00pm	7:30am- 4:30pm	8:30am- 3:00pm		
	13.5	13.5	13.5	13.5	9	6.5	69.5	69.5
Port Allen	8:00am- 6:00pm	8:00am- 6:00pm	8:00am- 6:00pm	8:00am- 6:00pm	8:00am- 5:00pm			
	10	10	10	10	9		49	1274
Jackson	7:30am- 4:30pm	7:30am- 9:00pm	7:30am- 4:30pm	7:30am- 9:00pm	7:30am- 4:30pm			
	9	13.5	9	13.5	9		54	1404
Central	7:00am- 9:00pm	7:00am- 9:00pm	7:00am- 9:00pm	7:00am- 9:00pm	7:00am- 5:00pm			
	14	14	14	14	10		66	1716
Ardendale and Frazier	7:30am- 4:30pm	7:30am- 9:00pm	7:30am- 4:30pm	7:30am- 9:00pm	7:30am- 4:30pm			
	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 2:00pm			
	15	15	15	15	7		8	208

***Hours of operation listed are estimates and may vary throughout any semester. Mid-City, Ardendale, Frazier and Acadian will be used on an as needed basis only. Hours listed are not guaranteed.**

****New Roads location is currently closed but may reopen during the contract term.**

BID FORM

Item Number	Description	Unit of Measure	Quantity***	Unit Price	Extended Price
1	Mid City Campus Security Guards	Hour	208		
2	Ardendale Site Security Guards	Hour	208		
3	Frazier Site Security Guards	Hour	208		
4	Acadian Campus Security Guard	Hour	208		
5	New Roads Site Security Guard	Hour	69.5		
6	Port Allen Site Security Guard	Hour	1274		
7	Jackson Site Security Guard	Hour	1404		
8	Central Site Security Guard	Hour	1716		
	TOTAL BID:				

***All quantities are estimates and actual hours may vary. Mid-City, Ardendale, Frazier and Acadian guard service will be used on an as needed basis only and may not require weekly service.

Each bidder should attach an organization profile of their company, however, it must be submitted within 7 days of request and prior to award if requested. Failure to submit a complete description may eliminate the bidder from award consideration. This description is to include but is not limited to the following information:

- 1) The year the company was formed.
- 2) Total number of years of company security experience.
- 3) Total number of security employees employed with the company.
- 4) Total number of businesses and/or comparable facilities under contract for security guard services.
- 5) Three (3) references – submit company name, phone number and contact person. References must be a business and/or comparable facilities under contract with Contractor for security guard services.
- 6) Total number of security employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Baton Rouge Community College
201 Community College Drive
Baton Rouge, LA
Bid # or Project Name
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the

requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.